

KEY INFORMATION SUMMARY SHEET

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Request for Proposals No. # S00R5400004 Legislative Tracking System

Procurement Officer: John C. Alozie
100 Community Place
Crownsville, Maryland 21032
Tele: 410-514-7112
Fax: 410-987-4676
Email: Alozie@dhcd.state.md.us
If proposals are hand-carried, directions to DHCD are:
<http://www.dhcd.state.md.us/Website/About/Directions.aspx>

Project Manager: William S. Walling

Contract Monitor: Peter Dolkart

Solicitation Issue Date: July 16, 2014

Closing Date and Time: August 13, 2014

Anticipated Contract Start: November 01, 2014

NOTICE

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the RFP and other communications may be sent to them.

Minority Business Enterprises and Small Businesses are encouraged to respond to this solicitation.

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or, if you have chosen not to respond, fax the completed form to 410-987-4676.

1. If you have responded with a “no bid” please indicate the reasons below:
 - () Other commitments preclude our participation at this time.
 - () The subject of the Contract is not something we normally provide.
 - () We are inexperienced in the work/commodities required.
 - () Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
 - () The scope of work is beyond our current capacity.
 - () Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
 - () We cannot be competitive. (Explain in Remarks Section)
 - () Time allotted for bid/proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
 - () Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
 - () MBE requirements (Explain in REMARKS section)
 - () Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
 - () Payment schedule is too slow.
 - () Other: _____
2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone _____

Address: _____

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ATTACHMENTS:

- A. Contract Terms**
- B. Bid/Proposal Affidavit**
- C. Contract Affidavit**
- D. Price Proposal Form**
- E. Conflict of Interest Disclosure**

EXHIBITS:

- 1a. Object Definition**
- 1b. 2014 RS-DHCD-ALLBILLS**
- 2. Relationships for ML1SXP02**
- 3. Maintenance & Technical Support Guidance.**

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State), is issuing this Request for Proposals (RFP) seeking the services of a contractor for the subscription to or implementation of a customizable commercially available Legislative Tracking System to plan, coordinate, track, and manage the DHCD's legislative activities.

1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- d. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 2.2.
- e. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- f. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- g. **Department or DHCD** – Department of Housing & Community Development.
- h. **eMM** – eMaryland Marketplace (see RFP Section 1.22).
- i. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 2.2.

- j. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- k. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- l. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- m. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- n. **Offeror** – An entity that submits a Proposal in response to this RFP.
- o. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- p. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- q. **Request for Proposals (RFP)** – This Request for Proposals issued by DHCD, Solicitation Number S00R5400004 dated July 16, 2014, including any addenda.
- r. **State** – The State of Maryland.
- s. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment g – Price Proposal, and used in the financial evaluation of Proposals (see RFP Section 5.3).

t. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

u. **Working Day(s)** – Same as “Business Day(s).”

1.3 ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this Request for Proposals (RFP) is the Procurement Officer at the Issuing Office address listed below:

John C. Alozie
Department of Housing and Community Development
100 Community Place, Room 2.609
Crownsville, Maryland 21032-2023
Telephone: 410-514-7112
Fax: 410-987-4676
E-mail: Alozie@dhcd.state.md.us

This RFP is also available on DHCD’s website in PDF format:

<http://www.dhcd.state.md.us/Website/Procure/Default.aspx>

1.4 PROJECT MANAGER

The Project Manager listed below will be responsible for system implementation, review, testing and acceptance. The Project Manager will conduct user acceptance testing and issue to the Contractor a notice of acceptance or rejection of the deliverables detailed in Section 4 of this RFP.

William S. Walling
Department of Housing and Community Development
100 Community Place
Crownsville, Maryland 21032
Phone: 410-514-7445
Email: walling@dhcd.state.md.us

1.5 CONTRACT MONITOR

After contract award and throughout the course of the project, the Contract Monitor listed below will schedule the Contractor’s work, review the Contractor’s work as it is submitted, and monitor the performance of the Contractor.

Peter Dolkart, Director of Legislative Affairs, Office of the Secretary
100 Community Place
Crownsville, Maryland 21032

Phone: 410-514-7445

Email: Dolkart@dhcd.state.md.us

1.6 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.7 QUESTIONS

Questions will be accepted from prospective Offerors and must be submitted to the Procurement Officer named in Section 1.3. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of this RFP. To allow DHCD research and provide adequate answers, all clarification questions must be received by the Procurement Officer no later than two weeks prior to RFP closing date.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at DHCD, 100 Community Place, Crownsville, Maryland 21032 at the date and time listed on the Key Information Summary Sheet. While attendance at the pre-proposal conference is not mandatory, information discussed will be significant. All interested parties are encouraged to attend in order to better prepare proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet any established MBE goal.

1.9 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

An unbound, clearly marked original and three (3) copies of the Technical **Proposal, in a separate sealed envelope marked "Legislative Tracking System – Technical Proposal"** and an unbound, clearly marked original and three (3) copies of the Price Proposal in a separate sealed envelope marked **"Legislative Tracking System - Price Proposal"** must be received at the Issuing Office no later than the date and time listed on the Key Information Summary Sheet, in order to be considered, except as provided in COMAR 21.05.02.10. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.10 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.11 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of one hundred twenty (120) days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A. Any exceptions to this RFP, or Attachment A attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

1.13 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract.

1.14 BID/PROPOSAL AFFIDAVIT AND RESIDENT AGENT

Offerors must submit a completed Bid/Proposal Affidavit, Attachment B, with their Technical Proposal. If an item on this Affidavit is not applicable, please indicate so. All blanks are to either contain an answer or a Not Applicable designation.

Additionally, in order to legally conduct business within the State of Maryland, all corporate entities must appoint and maintain a Resident Agent who receives legal process and other communications on behalf of the entity.

The failure to register and designate a Resident Agent may foreclose or hinder the company's ability to legally enter into contracts and gain access to the state courts. Moreover, it may subject the company to monetary, civil, and possibly criminal sanctions. Also, failure to maintain a Resident Agent may cause your company to fall out of "good standing" within the State. This will subject your license to do business within the State to forfeiture, with monetary penalties assessed to reinstate your company to a "good standing."

1.15 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete and submit to the Procurement Officer a Contract Affidavit confirming that all statements made on the Bid/Proposal Affidavit (Attachment B) remain true and correct in all respects as of the date of the Contract. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP.

1.16 CONFLICT OF INTEREST

The Offeror covenants that it presently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of the services required under this RFP. Without limitation, the Offeror represents that the Offeror has no conflict of interest between providing the State services requested hereunder and any interest the Offeror may have with respect to any other person or interest adverse or potentially adverse to the State and shall not have such conflict for the duration of the Contract.

The Offeror shall submit with its technical proposal a signed Conflict of Interest Affidavit provided hereto as Attachment E.

1.17 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.18 RFP CANCELLATION / REJECTION

The State reserves the right to cancel this RFP at any time prior to contract award pursuant to COMAR 21.06.02.02. The State also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the State of Maryland. Offerors whose proposals are not accepted will be notified in writing.

1.19 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.20 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.21 PROTESTS/DISPUTES

Any protests or disputes related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies. DHCD does not permit the submission of protests by e-mail or facsimile. To be accepted by DHCD the protest shall be sent hardcopy to the procurement officer per COMAR 21.10.02.

1.22 USE OF E-MARYLAND MARKETPLACE

eMaryland Marketplace is a free of charge electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHCD web site (www.mdhousing.org) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DHCD responses, addenda, and other solicitation related information may be provided via eMaryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to eMaryland Marketplace. Because of the instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMaryland Marketplace free of charge.

1.23 SMALL BUSINESS RESERVE PROCUREMENT

Although this is not a Small Business Reserve procurement, small businesses are encouraged to respond to this solicitation and to register with the Maryland Department of General Services for the Maryland Small Business Reserve Program through a self-certification process at <https://www.smallbusinessreserve.maryland.gov/registration/>.

A “Small Business” is defined as a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and

- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been certified by the Maryland Department of General Services as a Small Business and has been certified by the Maryland Department of Transportation Minority Business Enterprise Program as a Minority Business Enterprise.

For more information about the Small Business Reserve program visit: <http://www.dgs.maryland.gov/smallbusiness/>

1.24 MINORITY BUSINESS ENTERPRISES (MBE)

There is no MBE subcontractor participation goal for this procurement.

1.25 VETERAN-OWNED SMALL BUSINESS ENTERPRISE GOALS

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.26 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland (see COMAR 21.05.08.01). This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DHCD is required to make an independent determination whether the information may be disclosed.

1.27 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland. This includes the payment of taxes and employee benefits. The Offeror shall not become so in arrears during the term of the Contract if selected for contract award.

1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.29 RECIPROCAL PREFERENCE

The provisions of State Finance and Procurement Article Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation. If applicable, a nonresident Offeror submitting an offer for this solicitation shall attach to the offer a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors for similar services. A preference shall be identical to the preference that the other state gives to its residents.

1.30 FALSE STATEMENTS

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; and
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. Aiding or conspiring with others – A person may not aid or conspire with another person to commit an act under subsection A of this section.
- C. Penalty – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.31 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The

COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/

1.32 OFFEROR RESPONSIBILITIES

The selected Offeror shall be responsible for all products and services required by this RFP.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, proposed services, description of the Offeror's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT

The contract entered into as a result of the response to this RFP shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A of this RFP and the provisions of this RFP. Any exceptions must be clearly identified in the Executive Summary section of the Technical Proposal. **Attachment A is included for information only and is not to be submitted with the Offeror's proposal.**

2.2 CONTRACT TERM

The Contract resulting from this RFP shall commence after all appropriate State approvals have been obtained, and shall endure for a period of three (3) years.

2.3 CONTRACT TYPE

The Contract awarded as a result of this solicitation shall be an indefinite quantity contract with unit pricing of a fixed-price type as defined by COMAR 21.06.03.06 A (2).

2.4 COMPENSATION AND METHOD OF PAYMENT

The Contract will provide that the Contractor be compensated monthly upon submission to and approval by DHCD of a detailed invoice reflecting the deliverables/milestones as reflected in the Contractor's Price Proposal Form, Attachment D.

The Contractor shall include on the face of all invoices its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and submit each invoice to the DHCD Contract Monitor as identified in Section 1.5 of this RFP for review and approval.

2.5 SCOPE OF CONTRACT

Work to be performed and the services to be provided by the Contractor will consist of the items described in Section 4 of this RFP.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under their Contract and will appoint a representative who will be the sole point of contact for DHCD with regard to contractual matters.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of

the State of Maryland, and shall be delivered at the end of the contract in a form useable to DHCD.

2.8 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 SUBSTITUTION OF PERSONNEL

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a

directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

SECTION 3. MINIMUM QUALIFICATIONS

The following qualifications and proof as described in RFP § 5.2 B, Tab1 must be met to be considered for contract award:

- A. The Offeror shall have a minimum of three (3) years experience developing, implementing, and maintaining services outlined in Section 4 of this RFP.

SECTION 4. SCOPE OF SERVICES

4.1 BACKGROUND

The Department of Housing and Community Development (DHCD) is seeking Offerors to provide a subscription to, or to implement, a customizable commercially available Legislative Tracking System that will be used to plan, coordinate, track, and manage the DHCD's legislative activities. The system will be used for tracking all introduced legislation during the annual legislative sessions. The system should be updateable on a daily or more frequent basis from data accessible from the Maryland General Assembly website. Also various reports such as hearing schedules and bill status should be able to be produced on demand. Department staff should be able to enter comments into the tracking system regarding individual legislation by completing a customizable comments process. Comments are an included component of the hearing schedules. By implementing a new integrated, web-based, relational database, DHCD intends to streamline processes, improve data accuracy, reduce redundant data entry, and enable decentralized and secure self-service access to data based upon multi-tiered permissions.

A single Contractor shall be selected to provide and implement a system to be known as the Legislative Tracking System (LTS) that will meet the needs, requirements and specifications as outlined in Section 4.2 of this RFP. The new system must have been successfully utilized by other organizations of similar scope and complexity. Implementation will include modification of vendor proposed software as needed, software installation, documentation (manuals and on-line help screens), testing, conversion of existing data, support, and training. The Legislative Tracking System must integrate and operate in DHCD's current technology environment.

4.2 SCOPE OF SERVICES

A. Acceptable Solutions. The Contractor shall provide either:

1. Existing software product for installation and hosting on departmental computers, or
2. Existing cloud-based software service.

Although some customization may be required to meet DHCD's functional requirements for LTS, work for hire or other fully customized development solutions will not be acceptable. All customizations must be clearly identified, to describe their applicability towards DHCD's requirements.

B. System Requirements.

1. Operating System and Development Platform (applies only to existing software products, section 4.2.A.1).

- i. Run on a Microsoft Windows Server operating system (Windows 2008 or 2012).
 - ii. Use Microsoft SQL Server as its relational database platform (version 2008 or later).
2. Open Architecture. The LTS shall be an open architecture that includes, but is not limited to, the ability to interface with the State of Maryland General Assembly's MGALEG website.
3. System Design and Features.
 - i. Process transactions in real time.
 - ii. Include interactive data entry.
 - iii. Shall have standard graphic interface, including screen layouts, field names, fonts, and commonality of data terms and formats.
 - iv. Provide for non-visual access as defined in State Finance and Procurement Article, Section 3-412, Annotated Code of Maryland, and by regulation in COMAR 21.05.08.05.and be accessible by a variety of adaptive and assistive technologies.
 - v. Allow for secure transactions or data encryption as required.
 - vi. Allow for storage of electronic files, including digital images such as JPG and TIFF files.
4. Security.
 - i. Allow DHCD security administrators to have the ability to add, update, and delete user accounts from the LTS and maintain its access control.
 - ii. Permit each LTS user to have a unique account (logon ID) with a complex password.
 - iii. Provide an audit trail that includes process transactions and approvals and record history data to be available for reporting, viewing and printing, with the historical period to be defined by DHCD.
5. Reports and User Interface (Estimated 10 concurrent users for LTS)
 - i. Provide capability to generate ad-hoc reports.
 - ii. Provide all users the capability to simultaneously create and/or run reports, including ad hoc reports.

- iii. Allow reports and print screens to be exported into other Windows applications, such as MS-Excel, MS-Word, or MS-Access.
 - iv. Allow specific fields as to be defined as a “required input field”, so that its population of the field is mandatory.
 - v. Produce a report of comments and/or positions by individual pieces of legislation.
6. External System Integration (see Exhibit **1a** and **1b**)
- i. Provide DHCD the ability to interface to current legislative data in the State of Maryland General Assembly’s MGALEG website.
7. Documentation and Help Features.
- i. Include system documentation that provides user and administrative guides, and technical documentation.
- DHCD should receive detailed documentation and technical specifications of the hardware and software required at least 30 days prior to implementation, including:
- User manual(s)
 - Technical documentation:
 - Data dictionary
 - Database diagrams
 - Implementation and training plan
- ii. Incorporate user interfaces that provide a descriptive, user-friendly Help feature.
 - iii. For web-based modules, provide instructions on-line with the capability to search by topic or key word.
8. Run-time Errors. The LTS shall include an interface that provides descriptive error messages, understandable to end users.
9. Web-access. The LTS shall include full functionality via a web browser, internally and via the Internet.
- C. Data Conversion. The Contractor shall be responsible for any data migration and/or conversion from existing systems. See Exhibit **2** for data schema for existing legislative system.

- D. Testing. DHCD will perform performance and user acceptance tests of the software product prior to systems acceptance. Performance testing will involve load testing of the application to ensure that the system meets or exceeds. The load test will approximate maximum user interface with the application and the resulting system response. Testing will be done at various intervals of acceptance such as basic functionality, modifications and after data conversion prior to final acceptance.

Training. The Contractor shall provide training for LTS end-users and administrators.

- E. Maintenance and Technical Support. The Contractor shall provide maintenance and technical support for both installation and user support. See Exhibit 3 for details of maintenance requirements.

DHCD anticipates entering into annual renewable licensing and support agreements.

- F. Deliverable Acceptance Criteria: The Contractor shall deliver all deliverables upon completion to the Project Manager for review, testing, and acceptance. The Contractor shall memorialize such delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of their delivery. The Project Manager shall countersign such Delivery Confirmation to indicate receipt of the contents described therein. The Project Manager shall commence acceptance testing or reviews following receipt of the deliverables. Upon completion of such testing, the Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables. In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible.
- G. Deliverable Schedule: The Contractor shall provide a schedule of deliverables based on the Project Plan provided in its proposal. See Exhibit IV, Sample Deliverables.
- H. Functionality.

1. General Features

- i. Web browser based user interface.
- ii. SQL Server back-end database, if DHCD hosted.
- iii. Must be able to interface with the Maryland General Assembly's website.
- iv. Must be able to utilize the MGA's nomenclature to reflect Bill status.

- v. Must be able to download Bill status information from the MGA website on a demand basis or scheduled basis.
 - vi. Must have the ability to track legislation by session (can be multiple per year).
 - vii. Must contain corresponding fields for all MGA downloadable fields.
 - viii. Must contain fields for Comments, Position (support, oppose, etc.), Bill Type (Administration, Task Force, Private, etc.).
 - ix. Ability to create individualized list for Bill review.
 - x. Ability to assign Bills for review to specific groups.
 - xi. Ability to have groups of users.
 - xii. Ability to archive records from previous sessions.
 - xiii. Ability to search previous sessions by Title, Broad Subject, or any word or phrase
2. Reports & Queries
- i. Hearing Schedule report for tracked Bills, within selectable date range, to include Comments, Positions, etc.
 - ii. Bill Status report that graphically shows a Bill's progress through the process.

4.3 PROBLEM ESCALATION PROCEDURE

- 4.3.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

4.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

4.4 INSURANCE, LICENSES AND PERMITS

The Offeror shall obtain, at its own expense, all licenses, permits, insurance and governmental approvals, necessary for the performance of its obligations under the Contract.

SECTION 5. PROPOSAL FORMAT

5.1 GENERAL

The Offeror's Technical Proposal should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed in Section 5.2 B below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and three (3) copies of the Technical Proposal in a separate sealed envelope titled "Legislative Tracking System for DHCD – Technical Proposal."

Offerors must include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.

B. Outline of sections to be included in the Technical Proposal:

Table of Contents

Tab 1 – Minimum Qualifications

Demonstrate that it meets the qualifications outlined in Section 4, Minimum Qualifications, by discussing the prior experience of the company as it relates to the requirements of Section 4.2, Scope of Services.

Tab 2 – Management Summary

Provide a non-technical summary incorporating a management-oriented overview of the response. This summary shall identify software and the functional capabilities to be provided, proposed hardware, project phasing and organization, vendor support, and DHCD responsibilities and resources required.

Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Required Submissions

- A. Bid/Proposal Affidavit (Attachment B) – completed and signed by an individual authorized to bind the Offeror. All questions are to be answered on Attachment B. If a question is not applicable please indicate so.
- B. Conflict of Interest Affidavit (Attachment E).

Tab 4 – Proposed Solution and Approach

A description of the Offeror's proposed solution to accomplish the specified work requirements. Describe the proposed approach to providing DHCD with the required functionality as outlined in Section 4 of this RFP. The proposed approach shall include a description of:

1. Project Plan and Deliverable Schedule to include tasks, milestones, deliverables, acceptance testing plan, and timeline for completion (see Appendix F, Sample Deliverables).
2. Project management methodology.
3. Summary of the functional requirements of the proposed LTS
4. Security and controls.
5. Description of tools used to facilitate the work.
6. Hardware and software requirements, including any dependencies for remote access.
7. Any necessary interfaces.
8. Internet based processes.
9. Implementation plan, including conversion of existing data.
10. Training to be provided.
11. Maintenance.
12. Technical support.
13. Ability for DHCD to extend the features of the software through customer-developed customizations.

Tab 5 – Product Literature / Other Publications

Attach as exhibits any company product literature, including user and administrator guides and technical documents, and other publications intended to respond to an RFP requirement. Include reference to the document name and page in the technical proposal by footnote.

Tab 6 - Third Party Software Description

Provide an overview and technical information about any third party software that will be supplied by the Offeror as part of the LTS.

Tab 7 - Hardware Recommendation

Identify the hardware and system requirements of the proposed solution. If purchase of additional hardware is proposed, show configuration details including all peripheral equipment, and include suggestions regarding sizing of memory, storage, communications,

and CPU. Indicate power, environmental control and site preparation requirements. Provide any other hardware-related information that may assist DHCD in evaluating the recommendation.

Tab 8 - Representations and Warranties

The Offeror shall represent and warrant that services to be provided are not in conflict with contracts or obligations of the Offeror or of its key personnel, including but not limited to, covenants not to compete and obligations to maintain confidentiality of trade secrets.

Tab 9 – Remote Access Description

Provide an overview and technical information about remote access for the LTS.

Tab 10 - Century Compliant Requirements

Provide warranties stating the Offeror agrees to promptly repair or replace any products furnished under this contract that are not century compliant.

Tab 11 -General Experience, Qualifications, and Capabilities of Offeror and Subcontractors

Provide an overview of the Offeror's experience rendering services similar to those included in Section 4 of this RFP. This overview shall include a description of the organization size, number of employees, summary of experience in providing the services offered, including information regarding installations of a similar size performed in the past three (3) years. Provide a comparable overview of the experience of any subcontractors that have been identified in this RFP. Describe the resources of the Offeror and any subcontractors identified in the response to this RFP that will be available to support this contract.

Tab 12 - Client References

For the primary Offeror and any subcontractor identified or joint venture member, provide a minimum of three (3) relevant client references, who will attest to the parties' ability to provide services of comparable size and complexity to those being proposed. The references must be recent (within the last three years) and must identify clients for whom comparable services have been provided. The name of each referenced client firm and the name and telephone number of the person to contact at each firm are required. DHCD shall have the right to contact any reference of its choosing as a part of the evaluation and selection process.

Tab 13 - Legal Action Summary

All Offerors must submit a statement as to whether there are or have been **any** past or current legal actions and/or contract terminations against the Offeror for information technology services over the past five (5) years. This is not a discussion, or opinion, of the merits of these actions. Rather, it is to identify actions/claims that may assist DHCD in assessing an Offeror's ability to perform. The Offeror shall include the following:

1. A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
2. A brief description of any settled or closed legal actions against the Offeror over the past five (5) years.
3. A description of any judgments against the Offeror within the past five (5) years, including the case name, number, court, and what the final ruling or determination was from the court.
4. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

The information specified above should be limited to information technology services or projects.

Tab 14 – Economic Benefit to the State of Maryland

- A. Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. Economic Benefits include:
 1. The Contract dollars to be recycled into Maryland's economy in support of the Contract. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
 2. The number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Offeror has committed.
 3. Tax revenue to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (e.g., payroll taxes, sales taxes). Provide a forecast of the total tax revenue resulting from this contract.
- B. In addition to factors listed above, explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

5.3 PRICE PROPOSAL

Offerors must submit a clearly marked original and three (3) copies of the Price Proposal in a separate sealed envelope titled "Legislative Tracking System Services for DHCD – Price

Proposal.” The Price Proposal shall be submitted on the Price Proposal Form, Attachment D, and signed by an authorized officer of the Offeror.

SECTION 6. EVALUATION PROCEDURE AND CONTRACT AWARD

6.1 EVALUATION COMMITTEE

The Procurement Officer shall establish an Evaluation Committee, which may include individuals and subject matter experts from within or outside of the State government. The Procurement Officer reserves the right to reject in whole or in part any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible Offerors in any manner deemed necessary to serve the best interest of DHCD and the State. Offerors whose proposals are not reasonably susceptible for receiving an award will be notified in writing.

6.2 SELECTION PROCESS

All Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to make oral presentations of their proposals and participate in discussions with the Evaluation Committee. Offerors will be notified as to a date for discussions. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

Price Proposals from only those responsible Offerors whose proposals are finally deemed reasonably susceptible of being selected for award will be opened following the discussion and presentation process.

If, following the opening of the price proposals, the Procurement Officer determines that further discussion is in the best interest of DHCD and the State, the Procurement Officer will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any "best and final offers" submitted as a result of such discussions, the Evaluation Committee shall recommend to the Procurement Officer the award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DHCD and the State.

6.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

S/n	Criteria	RFP Section	Tab
i	Management Summary of Response	5.2	2
ii	Proposed Solution & Approach	5.2	4
iii	Product Literature/Other Publications	5.2	5

iv	3 rd Party Software Description	5.2	6
v	Hardware Recommendation	5.2	7
vi	Representations and Warranties	5.2	8
vii	Remote Access Description	5.2	9
viii	Century Compliant Requirements	5.2	10
ix	General Experience, Qualifications, and Capabilities of Offeror and Subcontractors	5.2	11
x	Client References	5.2	12
xi	Legal Action Summary	5.2	13
xii	Economic Benefit to the State of Maryland	5.2	14

6.4 PRICE PROPOSAL SELECTION CRITERIA

Price Proposals will not be opened until the evaluation of the Technical Proposal is complete. The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachment D – Price Proposal Form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the State.

6.5 AWARD DETERMINATION

The Technical Proposal will have greater importance than the Price Proposal in determining the most advantageous offers.

6.6 CONTRACT AWARD

It is DHCD's intention to award the contract to the Offeror whose proposal is determined to be the most advantageous to the State.